4. RULES OF COURT—*Error assigned under Rule 9—Who may assign.* An appellee whose claim is less than $500 cannot assign error under Rule 9 of this court. This rule was not intended to enlarge or extend the jurisdiction of this court, but only to enable the court to correct errors against appellees in cases where they would have a right to appeal.

PATTERSON v. THE GROTTOES COMPANY.—Decided at Staunton, September 24, 1896.—*Buchanan*, J:

1. VENDOR'S LIEN RESERVED IN DEED—*Extent of—Matter of contract—Case at bar.* The extent of the lien reserved on the face of a deed does not depend upon the extent of the vendor's interest in the land conveyed, but upon the contract of the parties as gathered from the deed itself, in reserving the lien. In the case at bar the grantors owning several parcels of the same tract of land united in a deed by which they conveyed the land to the grantee as one tract; the vendors warrant generally the title to the whole tract; only one sum is named as the consideration and the vendor's lien was retained *upon the land conveyed*, to secure the bonds of the vendee for deferred payments of purchase money. The lien thus reserved is on the entire tract for the whole of the purchase money, and not on the several parcels for the amounts due the respective vendors thereof.

THE VIRGINIA HOT SPRINGS CO. v. HARRISON.—Decided at Staunton, September 24, 1896.—*Keith*, P:

1. CONTRACTS—*Correspondence—Acceptance of proposal.* In order to establish a contract by correspondence there must appear upon the face of the correspondence a clear accession on both sides to one and the same set of terms. A proposal to accept, or an acceptance, on terms varying from the offer, is a rejection of the offer. The acceptance must be unqualified, and no point left open for future consideration or negotiation between the parties.

DIAMOND STATE IRON COMPANY AND OTHERS v. ALEX. K. RARIG & CO. AND OTHERS.—Decided at Staunton, October 1, 1896.—*Cardwell*, J:

1. CHANCERY PLEADING—*Petition to rehear—Bill of review.* The bill of complainants cannot, under the facts of this case, be considered as a petition to rehear the decree complained of in the original suit, nor as a bill of review. Not as a petition to rehear because the decree is final, nor as a bill of review, because the error is not apparent on the face of the record, and the bill falls far short of the requisites of a bill of reveiw upon the ground of after-discovered evidence. The bill is not sworn to, nor was leave obtained to file it, nor does it make the necessary parties, nor is there a suggestion in the bill of any after-discovered evidence. For the character of the evidence necessary to support a bill of reveiw see the opinion of the court.

2. RES JUDICATA—*Extent of application of the plea of.* The plea of *res judicata* applies, except in special cases, not only to all matters actually adjudicated on the former hearing, but to every point, which properly belonged to the subject of litigation, or which the parties, excercising reasonable diligence, might have brought forward at the time.